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Counsel to CarMax Auto Super Stores, Inc. and CarMax, Inc.

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division

IN RE:) Chapter 11
CIRCUIT CITY STORES, INC., et al.,) Case No. 08-35653 (KRH)
Debtors.) Jointly Administered
)

**RESPONSE OF CARMAX AUTO SUPER STORES, INC. AND CARMAX, INC.
TO LIQUIDATING TRUSTEE'S FORTY-THIRD OMNIBUS OBJECTION TO
LANDLORD AND CONTRACTOR CLAIMS (REDUCTION OF CERTAIN
PARTIALLY INVALID CLAIMS, RECLASSIFICATION OF CERTAIN
MISCLASSIFIED CLAIMS, DISALLOWANCE OF CERTAIN INVALID CLAIMS,
DISALLOWANCE OF CERTAIN LATE FILED CLAIMS AND DISALLOWANCE OF
CERTAIN AMENDED CLAIMS)**

Comes now CarMax Auto Super Stores, Inc. and CarMax, Inc., by counsel, and for its response to the Liquidating Trustee's Forty-Third Omnibus Objection to certain Landlord and Contractor Claims, Docket Number 11854 states as follows:

1. The Claimants' Names are CarMax Auto Super Stores, Inc. and CarMax, Inc. which were parties to a certain Separation Agreement dated May 21, 2002, a copy of which is attached to Proof of Claim Number 14809, which is the subject matter of this objection.
2. CarMax filed a Proof of Claim against Circuit City Stores, Inc. in connection with this Agreement. The date of filing, the claim number and the amount of this claim is set forth below:

<u>Date of Filing</u>	<u>Claim Number</u>	<u>Amount</u>
February 5, 2010	14809	\$ 21,000,363.06

3. The Trustee's Forty-Third Omnibus Objection seeks to expunge this claim on the basis that "Debtor shows no liability to this Claimant". CarMax asserts that the Debtor is responsible for this claim.

4. The persons with personal knowledge of the relevant facts supporting the response include various officials who are employed by CarMax, most of whom reside in the metropolitan Richmond, Virginia area.

5. The Bankruptcy Court should overrule the objection to Claim No. 14809 on the basis that the claim is valid on the basis of the schedule attached to the Proof of Claim and on other and additional theories including breach of contract.

6. Attached hereto is a Declaration of the Daniel G. Bloor of CarMax, Inc. a person with personal knowledge of the relevant facts which support this response.

7. The claimant's telephone number, fax number and the claimant's attorney to whom the attorneys for the Trustee should serve a reply to the response are as follows:

CarMax Auto Super Stores, Inc.
CarMax, Inc.
c/o Daniel G. Bloor
12800 Tuckahoe Creek Parkway
Richmond, VA 23238
(804) 935-4540

Attorney: Paul S. Bliley, Jr.

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8. The name, address, telephone number and fax number of the party to reconcile, settle or otherwise resolve the objection on the claimant's behalf is the attorney set forth above.

Dated: June 22, 2012

CARMAX AUTO SUPER STORES, INC.
CARMAX, INC.

By /s/ Paul S. Bliley, Jr.
Of Counsel

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CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2012, I caused a copy of the foregoing response to be served by electronic means on the "2002" and "Core" lists filed in this case and

through the ECF system and in addition, I mailed a copy of the foregoing Notice by first class mail, postage prepaid to the following:

Jeffrey N. Pomerantz, Esquire
Andrew W. Caine, Esquire
Pachulski Tang Ziehl & Jones LLP
10100 Santa Monica Boulevard
Los Angeles, California 90067-4100

Lynn L. Tavenner, Esquire
Paula S. Beran
20 North Eighth Street, 2nd Floor
Richmond, Virginia 23219


/s/ Paul S. Bliley, Jr.
Paul S. Bliley, Jr.

DECLARATION

I have personal knowledge on behalf of CarMax Auto Super Stores, Inc. and CarMax, Inc., as to the relevant facts in support of the response of CarMax Auto Super Stores, Inc. and CarMax, Inc. to the Forty-Third Omnibus Objection filed herein by the Liquidating Trustee. The Court should overrule the objection as to the claim of CarMax Auto Super Store, Inc. and CarMax, Inc., both factually and legally.

The basis for the overruling of the Objection is that Circuit City Stores is obligated to pay these sums pursuant to the terms and conditions of a Separation Agreement entered into between the parties dated May 21, 2002, a copy of which is attached to the Proof of Claim in question.

CARMAX AUTO SUPER STORES, INC.
CARMAX, INC.

By 

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